Solicitation # 89303319REM000057 Paducah Infrastructure Support Services Amendment 0002 Summary of Changes

The purpose of this amendment is to amend solicitation 89303319REM000057, Paducah Infrastructure Support Services, as described below and incorporated in the conformed copy of the solicitation. All other sections of the Final RFP remain unchanged. The Offeror's are responsible for reviewing the redline and final conformed copy of the solicitation to ensure incorporation of the requirements identified therein. Amendment 0002 to 89303319REM000057 is as follows:

Number	RFP Section Reference	Change from:	Change to:	
1.	Section B.3 Contract Pricing (B.3.(a) Firm- Fixed Price CLINs, referenced page B-2)	Operations CLINs: PWS Elements C.2.1, C.2.2, C.2.3, C.2.4, C.2.5, C.2.6, C.2.7 C.3.1, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, C.3.11, C.3.12, and C.3.13.	Operations CLINs: PWS Elements C.2.1, C.2.2, C.2.3, C.2.4, C.2.5, C.2.6, C.2.7 C.3.1, C.3.3, C.3.4, C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, and C.3.13.	
2.	Section B.3 Contract Pricing (Paragraph for Cyber Security, Computing, and IT CLINs: PWS Element C.3.12, referenced page B-7)	The Cyber Security, Computing, and Information Technology personnel fixed hourly rates are fully burdened, and include all indirect costs and profit for the work covered under Section C.3.12, except for the Contingency Plan Director. This position is a management position and should be included as part of the firm-fixed price associated with Section C.2.1, Administration.	The Cyber Security, Computing, and Information Technology personnel fixed hourly rates are fully burdened, and include all indirect costs and profit for the work covered under Section C.3.12, except for the IT Director/Manager. This position is a management position and should be included as par of the firm-fixed price associated with Section C.2.1 Administration.	
3.	Section C (C.2.2.4 Emergency Management, referenced page C-11)	The Contractor shall coordinate with the D&R contractor and provide adequate staff to support the Emergency Operation Center (EOC) and Joint Public Information Center (JPIC) efforts for its operations, and ensure adequate support is available to respond to an emergency. The Contractor shall provide on-call personnel to support positions within the DOE EOC and JPIC for drill/exercises and emergency events. The Contractor shall participate with other DOE contractors in the development of a site-wide drill and exercise program	The Contractor shall coordinate with the D&R contractor and provide adequate staff to support the Emergency Operation Center (EOC) and Joint Information Center (JIC) efforts for its operations, and ensure adequate support is available to respond to an emergency. The Contractor shall provide oncall personnel to support positions within the DOE EOC and JIC for drill/exercises and emergency events. The Contractor shall participate with other	

		that is compliant with DOE O 151.1 , <i>Comprehensive Emergency Management System</i> . The Contractor shall participate in the Paducah Site's training, drill/exercise program and shall support exercises including the EOC and JPIC at least quarterly or as needed. The Contractor shall also participate in and support site drills including the plant population at least twice per year. One aspect of the emergency management program is being drilled or exercised monthly. Not all personnel will participate in all drills/exercises, but the Contractor shall support core areas such as security more frequently. The Contractor shall staff JPIC positions appropriate to the PWS (for example, Infrastructure Contractor Spokesperson or EOC position for Security Coordinator).	DOE contractors in the development of a site-wide drill and exercise program that is compliant with DOE O 151.1, Comprehensive Emergency Management System. The Contractor shall participate in the Paducah Site's training, drill/exercise program and shall support exercises including the EOC and JIC at least quarterly or as needed. The Contractor shall also participate in and support site drills including the plant population at least twice per year. One aspect of the emergency management program is being drilled or exercised monthly. Not all personnel will participate in all drills/exercises, but the Contractor shall support core areas such as security more frequently. The Contractor shall staff JIC positions appropriate to the PWS (for example, Infrastructure Contractor Spokesperson or EOC position for Security Coordinator).
4.	Section C (Referenced Page C-33)	Revision to Section C to include C.3.2.2 Reserved, for clarification to numbering on QASP	C.3.2.2 Reserved
5.	Section C (C.3.1.3 Fleet Management Services, Item 3), Referenced Page C-48)	3) Notification and coordination of required maintenance to GSA vehicle lessee, e.g. other site contractors and DOE.	3) Notification and coordination of required maintenance to GSA vehicle lessee, e.g. for the DOE Site Office (approximately 15 that are not on Attachment J-8.C.3.4.1.1 <i>Fleet Vehicles</i>).
6.	Section C (C.3.4.2.4 Computerized Maintenance Management System, Referenced Page C-51)	The Contractor shall fully utilize a computer software program as their CMMS. The Contractor shall operate and maintain the CMMS. The Contractor shall provide full access to the CMMS to DOE to include any licensing requirements for two individuals. The Contractor shall utilize the CMMS to track all maintenance/services, as either LEVEL I or LEVEL II maintenance category, as appropriate in accordance with the requirements as described throughout <i>Section C.3.5</i> . All information entered into the CMMS is considered as government-owned for its present and future	The Contractor shall fully utilize a computer software program as their CMMS. The Contractor shall operate and maintain the CMMS. The Contractor shall provide full access to the CMMS to DOE to include any licensing requirements for two individuals. The Contractor shall utilize the CMMS to track all maintenance/services, as either LEVEL I or LEVEL II maintenance category, as appropriate in accordance with the requirements as described throughout <i>Section C.3.4</i> . All information entered

		use and does not contain any limitations on its use. The cost for implementation and maintenance of this program is not a cost-reimbursable software item and is included in the firm fixed-price scope.	into the CMMS is considered as government-owned for its present and future use and does not contain any limitations on its use. The cost for implementation and maintenance of this program is not a cost-reimbursable software item and is included in the firm fixed-price scope.
7.	Section C (C.3.4.3.2.12 Lighting, Traffic Control Devices, and Street Lighting, Referenced Page C-57)	The Contractor is responsible for the limited area lighting, traffic control devices, and street lamping (approximately 700 total at the site). The Contractor shall periodically inspect each light included in this Contract and systematically replace burned out and/or blinking bulbs or replace fuses that are no longer functioning. Replacement of burned out bulbs may require replacement of fixture due to the age of the lights.	The Contractor is responsible for the limited area lighting, traffic control devices, as identified in Attachment J-8.C.3.4.4.2a , <i>Listing of Roads</i> and street lamping (approximately 700 total at the site). The Contractor shall periodically inspect each light included in this Contract and systematically replace burned out and/or blinking bulbs or replace fuses that are no longer functioning. Replacement of burned out bulbs may require replacement of fixture due to the age of the lights.
8.	Section C (C.3.5.5.3 LEVEL I Scheduled/Preventative Maintenance Tasks and Standards, Referenced Pages C-76/C-77)	Scheduled/Preventive Maintenance consists of three (3) functions: Railroad Preventive Maintenance Inspection (RPMI), Railroad Scheduled Service and Vegetation Control. There are two (2) frequencies of LEVEL I inspection. Active track shall be inspected monthly and inactive track shall be inspected annually. Abandoned track shall not be inspected unless directed by DOE. Vegetation Control shall be administered for both active and inactive track at the same frequency. The results of all inspections, maintenance and repair activities shall be captured within the CMMS.	Scheduled/Preventive Maintenance consists of three (3) functions: Railroad Preventive Maintenance Inspection (RPMI), Railroad Scheduled Service and Vegetation Control. There are two (2) frequencies of LEVEL I inspection. Active track shall be inspected monthly and inactive track shall be inspected annually. The rail crossing lights on the Site Access Road (Hobbs Road) near the DUF6 facility are maintained by the Contractor and must be operational at all times, except for scheduled maintenance. Abandoned track shall not be inspected unless directed by DOE. Vegetation Control shall be administered for both active and inactive track at the same frequency. The results of all inspections, maintenance and repair activities shall be captured within the CMMS.

9.	Section C (C.3.6.5 Maintenance/Use, Referenced Page C-81)	Records submitted by site contractors and their subcontractors shall be scheduled, scanned, pages rotated correctly, properly apply security markings, ensure scanned image is applied, clear and legible, and meets the NARA requirements listed in <i>Attachment J-8.C.3.6.3.5</i> , <i>Selected NARA Requirements</i> .	Records submitted by site contractors and their subcontractors shall be scheduled, scanned, pages rotated correctly, properly apply security markings, ensure scanned image is applied, clear and legible, and meets the NARA requirements listed in <i>Attachment J-8.C.3.6.5</i> , <i>Selected NARA Requirements</i> .
10.	Section C (C.3.12.1 Cyber Security; C.3.12.1.1 General, Referenced Page C-91)	The Contractor shall design, implement, and manage a cyber security program aligned with the National Institute of Standards and Technology (NIST) Risk Management Framework (RMF) for its own operations (including subcontractors), the D&R Contractor (including subcontractors), the Portsmouth Infrastructure and Decommissioning and Decontamination (D&D) Contractors (including subcontractors), and the DUF ₆ Project's Lexington, Portsmouth, and Paducah operations (including subcontractors that are operating at each of these facilities). Information systems in-scope include unclassified general support systems, industrial control systems, and major applications. National Security Systems processing classified information are not in-scope. The cyber security program for the PPPO Federal Office's Lexington, Portsmouth, and Paducah presences are provided through a separate contract vehicle. The Contractor shall seamlessly integrate cyber security programmatic and technical controls into work processes and products supporting mission objectives, ensuring minimal impact to operations and that cyber security-related risk incurred by DOE is maintained at acceptable levels, as determined by the Authorizing Official.	The Contractor shall design, implement, and manage a cyber security program aligned with the National Institute of Standards and Technology (NIST) Risk Management Framework (RMF) for its own operations (including subcontractors), the D&R Contractor (including subcontractors), the Portsmouth Infrastructure and Decommissioning and Decontamination (D&D) Contractors (including subcontractors), and the DUF ₆ Project's Lexington, Portsmouth, and Paducah operations (including subcontractors that are operating at each of these facilities). Information systems in-scope include unclassified general support systems, industrial control systems, (including, but not limited to North American Electric Reliability Corporation (NERC) regulated Bulk Electric System (BES) Cyber System and Physical Access Control System at Portsmouth), and major applications. National Security Systems processing classified information are not in-scope. The cyber security program for the PPPO Federal Office's Lexington, Portsmouth, and Paducah presences are provided through a separate contract vehicle. The Contractor shall seamlessly integrate cyber security programmatic and technical controls into work processes and products supporting mission objectives, ensuring minimal impact to operations and that cyber security-related risk incurred by DOE is maintained at acceptable levels, as determined by the Authorizing Official.

11.	Section C (C.3.12.1 Cyber Security; C.3.12.1.2 Requirements, Referenced Page C-91)	Added paragraph after paragraph 1 under C.3.12.1.2 Requirements	For PPPO Portsmouth, the site is a NERC Registered Transmission Owner and Operator and subject to regulation and audit under Critical Infrastructure Protection (CIP) Standards CIP-002 through CIP-011 for its BES Cyber System and associated cyber assets including Supervisory Control and Data Acquisition (SCADA) and Physical Access Control Systems (PACS) to ensure the reliable operability of the BES. The Portsmouth D&D Contractor maintains and operates the site electrical infrastructure with support from the ISS Contractor for Cyber Security.
12.	Section C (C.3.12.1 Cyber Security; C.3.12.2.4 Hardware, Referenced Page C-94)	The Contractor shall perform maintenance and repair of all installed data/communication lines, including switches or routers, up to and including the end users receptacle (jack). The Contractor shall provide individual user computers, monitors, and printer hardware, toner, and paper for the D&R Contractor; however is not required to provide specialty software or equipment to network users with the exception of its own personnel, consistent with Attachment J-8.C.3.3.2, Information Technology Service Matrix and Attachment J-8.C.3.12.2, Information Technology System Application Inventory and Workload History.	The Contractor shall perform maintenance and repair of all installed data/communication lines, including switches or routers, up to and including the end users receptacle (jack). The Contractor shall provide individual user computers, monitors, and printer hardware, toner, and paper for the D&R Contractor; however is not required to provide specialty software or equipment to network users with the exception of its own personnel, consistent with Attachment J-8.C.3.3.1, Information Technology Service Matrix and Attachment J-8.C.3.12.2, Information Technology System Application Inventory and Workload History.
13.	Section C (C.4.0 Cost Reimbursement Work, Referenced Page C-97)	Unless specifically included in PWS Section C.4.0, all Contract requirements are included in the firm-fixed-price, labor hour, or IDIQ CLINs. The cost reimbursement CLIN includes the following specific cost reimbursement items.	Unless specifically included in PWS Section C.4.0, all Contract requirements are included in the firm-fixed-price, labor hour, or IDIQ CLINs. The cost reimbursement CLINs include the following specific cost reimbursement items.
14.	Section C (C.4.1 Benefit Plans, Referenced Page C-97)	Costs for benefit plans shall be reimbursable in accordance with Section H, Clause H.4(E), Reimbursement of the Contractor Costs for Benefit Plans.	Costs for benefit plans shall be reimbursable in accordance with Section H, Clause H.5(E),

			Reimbursement of the Contractor Costs for Benefit Plans.
15.	Section C (C.4.5 Utilities under the Table of Remote Facilities, The Location/FIMS on the table for the Vendor, Comcast is updated)	JPIC 200 Hardy Roberts Drive, West Paducah	JIC 200 Hardy Roberts Drive, West Paducah
16.	Section G (G.5 Defective or Improper Invoices, Referenced Page G-6)	Invoices not conforming to (a)(2) of contract clause FAR 52.232-27 Prompt Payment for Construction Contracts and (a)(3) of contract clause FAR 52.232-25, Prompt Payment, shall be deemed improper and thus defective. The Contractor shall provide the name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice. TBD	Invoices not conforming to (a)(2) of contract clause FAR 52.232-27 Prompt Payment for Construction Contracts and (a)(3) of contract clause FAR 52.232-25, Prompt Payment, shall be deemed improper and thus defective. The Contractor shall provide the name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice. Offeror Fill-In
17.	Section G (G-6 DOE-G-2003 Contractor's Program Manager (Oct 2014, Referenced Page G-6)	 (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract. 	(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract. Offeror Fill-In

18.	Section H (CHRM Clauses, H.3 Definitions, Referenced Page H-4)	For purposes of Clauses H.4 through H.10 the following definitions are applicable (unless otherwise specified): (A) "Contract Award Date" means the date the contract is signed by the Contracting Officer, noted in Block 28 of the SF 33. (B) "Contract Transition Period" means the 90-day transition as defined in Section F of this Contract.	For purposes of Clauses H.4 through H.10 the following definitions are applicable (unless otherwise specified): (A) "Contract Award Date" means the date the contract is signed by the Contracting Officer, noted in Block 28 of the SF 33. (B) "Contract Transition Period" means the 60-day transition as defined in Section F of this Contract.
19.	Section H (H.5 Employee Compensation: Pay and Benefits, Paragraph A, Referenced Page H-6)	(A) Pay and Benefit Programs. The Contractor shall establish pay and benefit programs for employees in accordance with the Service Contract Labor Standards Act (formerly known as the Service Contract Act of 1965) (including Section 4(c)) and other applicable law, the terms and conditions of this Contract, applicable collective bargaining agreement(s), and the following requirements as set forth below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program. (1) Incumbent Employees as defined in H.3. (a) Pay. The Contractor shall provide equivalent base pay to all Incumbent Employees as compared to pay provided by SSI for at least the first year of the term of the Contract. (b) Other Benefits. The Contractor shall provide a total package of benefits to Incumbent Employees comparable to that provided by the Incumbent Contractor. Comparability of the total package of benefits shall be determined by the CO in his/her sole discretion. (2) Non-Incumbent Employees as defined in H.3. All Non-Incumbent Employees shall receive a total pay and benefits package that provides for market-based retirement and	(A) Pay and Benefit Programs. The Contractor shall establish pay and benefit programs for employees in accordance with the Service Contract Labor Standards Act (formerly known as the Service Contract Act of 1965) (including Section 4(c)) and other applicable law, the terms and conditions of this Contract, applicable collective bargaining agreement(s), and the following requirements as set forth below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

		medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements, any applicable collective bargaining agreement(s), and applicable law, including Section 4(c) of the Service Contract Labor Standards Act. Notwithstanding the above, benefits for Grandfathered Employees shall be provided in accordance with Paragraph (B) below.	
20.	Section H (H.6 Workforce Transition and Benefits Transition, Plans and Timeframes, Paragraph (A)(5)(a), Referenced Page H-18)	(a) During the 90 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or (b) More frequently if requested by the Contracting Officer.	(a) During the 60 day Contract Transition Period such reports shall be provided to the Contracting Officer on a weekly basis; or (b) More frequently if requested by the Contracting Officer.
21.	Section H (H.6 Workforce Transition and Benefits Transition, Plans and Timeframes, Paragraph (B)(1)(c), Referenced Page H-18)	(c) A written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.5, will be amended or restated on or before the last day of the 90 day Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.	(c) A written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.5, will be amended or restated on or before the last day of the 60 day Transition Period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract, the Contractor shall provide a description of the necessary transactions, including but not limited to how the Contractor proposes to comply with the Contract and applicable law governing such transactions.
22.	Section H (H.6 Workforce Transition and Benefits Transition, Plans and Timeframes, Paragraph	(2) Request SSI, or other contractors, and UCOR to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the ETTP MEPP and other existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the	(2) Request SSI, or other contractors, and UCOR to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsorship of the ETTP MEPP and other existing benefits plans or establishment of any new benefits plans, including

	(B)(2)(a)(2), Referenced Page H-19)		er benefit plans or establishment of n or before the end of the 90-day	pension and other ben	eransition of the existing efit plans or establishment of s on or before the end of the iod.
23.	Section H (H.42 DOE- H-2070 Key Personnel – Alternate I (Oct 2014)(Deviation) Paragraph (A) Referenced Page H-48)	 H.42 DOE-H-2070 KEY PERSONNEL- ALTERNATE I (OCT 2014) (DEVIATION) (A) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below: 		H.42 DOE-H-2070 KEY PERSONNEL-ALTERNATE I (OCT 2014) (REVISED) (A) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:	
		NAME TBD TBD TBD TBD	TITLE Project Manager Security Manager TBD TBD	NAME Offeror Fill-In Offeror Fill-In (if proposed) Offeror Fill-In (if proposed)	TITLE Program Manager Security Manager Offeror Fill-In (if proposed) Offeror Fill-In (if proposed)
		Officer and designate Representative(s) sha personnel assigned to shall be permanently positions and employ shall have an "L" clea	requirements. The Contracting and Contracting Officer's all have direct access to the key of the contract. All key personnel assigned full-time to their respective ed by the Prime. All Key Personnel arance level (or equivalent) at obtain a "Q" clearance level within ansition is complete.	approval before rem any of the listed key is also required for a assignment of a curr (1)Key personnel to Contracting Offi	quirement for the CO's oving, replacing, or diverting personnel, the CO's approval my change to the position ent key person. eam requirements. The icer and designated Contracting entative(s) shall have direct
		clause at DEAR 952.215-70, the following shall apply: (1) Key personnel are considered "managerial personnel" funder the clauses FAR 52.228-5 and FAR 52.228-7. (D) Requirements for Changes to Key Personnel		contract. All ke full-time to their permanent duty Paducah Site or Personnel shall l	y personnel assigned to the y personnel shall be assigned respective positions and their station is located on the within the local area. All Key have an "L" clearance level (or ontract Award and obtain a "Q"

- (1) The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to Key Personnel.
- (2) Key Personnel substitutions shall have substantially equivalent abilities, experience, and qualifications as the Key Person being replaced.
- (3) The Contractor shall not make a change in Key Personnel without prior written approval of the Contracting Officer.
- (4) No Key Person position shall remain vacant for a period more than 30 days following Contracting Officer approval of a change in Key Personnel.
- (5) Approval of changes to Key Personnel is at the unilateral discretion of the Contracting Officer.
- (E) Contract Price Reductions for Changes to Key Personnel.
 - (1) Notwithstanding approval by the Contracting Officer, any time the Project Manager (the initial Project Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, DOE may modify the Contract by reducing the contract price by \$50,000 for each and every occurrence of a change.
 - (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, DOE may modify the contract by reducing the Contract price by \$25,000 for each and every occurrence of a change.
 - (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include

- clearance level within 180 days after the Transition is complete.
- (2) The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to Key Personnel.
- (3) Key Personnel substitutions shall have substantially equivalent abilities, experience, and qualifications as the Key Person being replaced.
- (4) No key person position shall remain vacant for a period more than 30 days following CO approval of a change in key personnel or Contractor will be subject to reduction of fee according to (C)(1) or (C)(2) below respective to the key position vacated.
- (5) Approval of changes to key personnel is at the unilateral discretion of the CO.
- (B)Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:
 - (1) (Key personnel are considered "managerial personnel" under the clause DEAR 952.231-71 entitled, Insurance Litigation and Claims.
 - (2) For the purposes of this Clause, "Changes to Key Personnel," is defined as: (i) any change to the position assignment of a current key person under the Contract, except for a person who acts for short periods of time, in the place of a key person during his or her absence, the total time of which shall not exceed 30 working days during any given year (ii) utilizing the services of a new substitute key person for assignment to the Contract beyond

the factual basis for the request. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.	30 working days; or (iii) assigning a current key person for work outside the Contract. (3) For the purposes of this Clause, "Beyond the Contractor's Control," is defined as an event for which the Contractor lacked legal authority or ability to prevent "Changes to Key Personnel."
	(C) Contract Price Reductions for Changes to Key Personnel.
	Any key person change according to the definition for "Changes to Key Personnel" above shall be subject to reduction of fee according to (C)(1) or (C)(2) below respective to the key position vacated.
	 (1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is removed, replaced or diverted for any reason within two (2) years of being placed in the position, DOE may modify the Contract by reducing the contract price by \$50,000 for each and every occurrence of a change. A change to a key person "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection. (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is removed, replaced or diverted for any reason within two (2) years of being

			placed in the position, DOE may modify the contract by reducing the Contract price by \$25,000 for each and every occurrence of a change. A change to a key person, other than the Program Manager, "Beyond the Contractor's Control" shall not result in a permanent reduction of fee under this subsection. (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include the factual basis for the removal, replacement, or diversion of any key personnel The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.
24.	Section I – Contract Clauses, Table of Contents	Re-numbered Table of Contents due to added clause.	Re-numbered Table of Contents due to added clause.
25.	Section I, Clause I.160, INSURANCE- LITIGATION AND CLAIMS (JUL 2013)	Added Clause I.160 DEAR 952.231-71, INSURANCE- LITIGATION AND CLAIMS (JUL 2013)	I.160 DEAR 952.231-71 INSURANCE-LITIGATION AND CLAIMS (JUL 2013) (a) The contractor must comply with 10 CFR part 719, contractor Legal Management Requirements, if applicable. (b)(1) Except as provided in paragraph (b)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the Contracting Officer. (2) The contractor may, with the approval of the Contracting Officer, maintain a self-insurance program in accordance with FAR 28.308; provided

that, with respect to workers' compensate contractor is qualified pursuant to statu (3) All bonds and insurance required by shall be in a form and amount and for that as the Contracting Officer may require and with sureties and insurers approved Contracting Officer. (c) The contractor agrees to submit for Contracting Officer's approval, to the earthean the manner required by the Contracting other bonds and insurance that are main contractor in connection with the performance contract and for which the contractor see reimbursement. If an insurance cost (we premium for commercial insurance or minsurance) includes a portion covering the contractor in connection covering the contractor of t	tory authority. If the clause those periods or approve to the the content and in the content and in the content and the conte
determinable, the portion of the cost that an allowable cost under this contract is to the extent determined by the Contract (d) Except as provided in paragraph (f) or specifically disallowed elsewhere in the contractor shall be reimbursed- (1) For that portion of the reasonable contract accordance with contract terms or appropriate the contract terms or appropriate contract terms or appropri	reimbursable eting Officer. of this clause, this contract, ost of bonds required in oved under asses incidental osts) to third without
clause of this contract. (e) The Government's liability under pathis clause is subject to the availability	

appropriated funds. Nothing in this contract shall be
construed as implying that the Congress will, at a
later date, appropriate funds sufficient to meet
deficiencies.
(f)(1) Notwithstanding any other provision of this
contract, the contractor shall not be reimbursed for
liabilities to third parties, including contractor
employees, and directly associated costs which may
include but are not limited to litigation costs, counsel
fees, judgment and settlements-
(i) Which are otherwise unallowable by law or the
provisions of this contract, including the cost
reimbursement limitations contained in 48 CFR part
31, as supplemented by 48 CFR 970.31;
31, as supplemented by 46 Cl K 770.31,
(ii) For which the contractor has failed to insure or to
maintain insurance as required by law, this contract,
or by the written direction of the Contracting Officer;
·
or
(iii) Which were covered by contractor managerial
(iii) Which were caused by contractor managerial
personnel's-
(A) Willful missen dust.
(A) Willful misconduct;
(B) Lack of good faith; or
(b) Lack of good faith, of
(C) Failure to exercise prudent business judgment,
which means failure to act in the same manner as a
prudent person in the conduct of competitive
business; or, in the case of a non-profit educational
institution, failure to act in the manner that a prudent
person would under the circumstances prevailing at
the time the decision to incur the cost is made.

			 (2) The term "contractor's managerial personnel" is defined in the Property clause in this contract. (g)(1) All litigation costs, including counsel fees, judgments and settlements shall be segregated and accounted for by the contractor separately. If the Contracting Officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation. (2) Punitive damages are not allowable unless the act or failure to act which gave rise to the liability resulted from compliance with specific terms and conditions of the contract or written instructions from the Contracting Officer. (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (f) of this clause is not allowable. (h) The contractor may at its own expense and not as
			an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or non-reimbursable costs incurred in connection with contract performance.
26.	Section I, Table of	Re-Number Provisions FROM:	Re-Number Provisions TO:
	Contents and Provisions I.160 through I.215	Numbers I.160 through I.215	Numbers I.161 through I.216
27.	Section J (List of Attachments)	ATTACHMENT J-6A PADUCAH WAGE DETERMINATION (SERVICE CONTRACT ACT WAGE DETERMINATION NO. 2005-2495)	ATTACHMENT J-6A PADUCAH WAGE DETERMINATION (SERVICE CONTRACT ACT WAGE DETERMINATION NO. 2015-4691)

28.	Section J (List of Attachments)	ATTACHMENT J-6B PADUCAH WAGE DETERMINATION (DAVIS-BACON ACT WAGE DETERMINATION NO. KY40)	ATTACHMENT J-6B PADUCAH WAGE DETERMINATION (DAVIS-BACON ACT WAGE DETERMINATION NO. KY30)
29.	Section J (List of Attachments)	Added ATTACHMENT J-6C PADUCAH COLLECTIVE BARGAINING AGREEMENT WAGE DETERMINATION	ATTACHMENT J-6C PADUCAH COLLECTIVE BARGAINING AGREEMENT WAGE DETERMINATION
30.	Section J (List of Attachments)	ATTACHMENT J-7 PADUCAH COLLECTIVE BARGAINING AGREEMENT WAGE DETERMINATION	ATTACHMENT J-7 PADUCAH COLLECTIVE BARGAINING AGREEMENT
31.	Section J (Attachment J-2: Paducah List of Applicable DOE Directives (Orders, Policies, Manuals, and Standards) (List B) Table J-2.1, Directives Regulations, Policies, and Standards)	Added DOE Order	Added DOE O 350.3, "Labor Standards Compliance, Contractor Labor Relations, and Contractor Workforce Restructuring Programs" to Table J-2.1
32.	Section J (Attachment J-2: Paducah List of Applicable DOE Directives (Orders, Policies, Manuals, and Standards) (List B) Table J-2.1, Directives Regulations, Policies, and Standards)	Document Number: DOE O 350.1 Change 6 Subject: Contractor Human Resources Management Programs (Chapters 1, 2, 8, and 9)	Document Number: DOE O 350.1 Change 7 Subject: Contractor Human Resources Management Programs (Chapters 8, and 9)
33.	Section J (Attachment J-4 List of Deliverables)	Deliverable #110, Pension Management Plan, DOE Action - Approval or Information Changed FROM Approval TO Information	Deliverable #110, Pension Management Plan, DOE Action - Approval or Information Changed FROM Approval TO Information
34.	Section J (Attachment J-4 List of Deliverables)	Deliverable #111, PRB Management Plan, DOE Action - Approval or Information Changed FROM Approval TO Information	Deliverable #111, PRB Management Plan, DOE Action - Approval or Information Changed FROM Approval TO Information

35.	Section J (Attachment J-4 List of Deliverables)	Deliverable #120, Workforce transition Plan/Agreements RESERVED under #120 – Duplicate Deliverable. This is under #133	Deliverable #120, Workforce transition Plan/Agreements RESERVED under #120 – Duplicate Deliverable. This is under #133.
36.	Section J (Attachment J-4 List of Deliverables)	Deliverable #121, Benefits Transition Plan RESERVED under #121 – Duplicate Deliverable. This is under #138	Deliverable #121, Benefits Transition Plan RESERVED under #121 – Duplicate Deliverable. This is under #138
37.	Section J (Attachment J-4 List of Deliverables)	Deliverable #140, Workforce Restructuring Plan RESERVED under #140 – Duplicate Deliverable. This is under #125	Deliverable #140, Workforce Restructuring Plan RESERVED under #140 – Duplicate Deliverable. This is under #125
38.	Section J (Attachment J-4 List of Deliverables)	Added Deliverable #175, Affirmative Action Program for Females and Minorities, I.64, As Required, For DOE Information	Added Deliverable #175, Affirmative Action Program for Females and Minorities, I.64, As Required, For DOE Information
39.	Section J (Attachment J-6(A), Wage Determinations)	Re-Titled Section J Attachment J-6(A) From: Wage Determinations	Re-Titled Section J Attachment J-6(A) To: SCA Wage Determination
40.	Section J (Attachment J-6(A), SCA Wage Determination)	Replaced Service Contract Act Wage Determination No: 2015-4691-Rev 6 with Service Contract Act Wage Determination No: 2015-4691-Rev 12	Replaced Service Contract Act Wage Determination No: 2015-4691-Rev 6 with Service Contract Act Wage Determination No: 2015-4691-Rev 12
41.	Section J (Attachment J-J-6C, CBA SCA Wage Determination)	Added Section J Attachment J-6C, CBA SCA Wage Determination	Section J Attachment J-6C, CBA SCA Wage Determination
42.	Section J (Attachment J-8 Table of Contents)	Re-Numbered From: J-8.C.3.11.2 Listing of Other Site Contractors' Equipment being Maintained	Re-Numbered To: J-8.C.3.10.2 Listing of Other Site Contractors' Equipment being Maintained
43.	Section J (Attachment J-8 Table of Contents)	Re-Numbered From: J-8.C.3.11.3 Quantity of Personnel Active in Radiological Monitoring Program(s)	Re-Numbered To: J-8.C.3.10.3 Quantity of Personnel Active in Radiological Monitoring Program(s)
44.	Section J (Attachment J-8 Table of Contents)	Re-ordered Table of Contents and associated changed sections to be in the correct order	Re-ordered Table of Contents and associated changed sections to be in the correct order

45.	Section J (Attachment J-8.C.2.1 Listing of Facilities Responsibility Matrix)	Updated to current site conditions, removed facilities that have been dispositioned, and added definitions for INF, D&R, and DUF6	Updated to current site conditions, removed facilities that have been dispositioned, and added definitions for INF, D&R, and DUF6
46.	Section J (Attachment J-8.C.3.2.1 Security Services Workload History)	Updated to current site conditions	Updated to current site conditions
47.	Section J (Attachment J-8.C.3.3.1 Information Technology Service Matrix)	Added a column for DUF6 under the Information Technology Service Matrix	Added a column for DUF6 under the Information Technology Service Matrix
48.	Section J (Attachment J-8.C.3.4.3a Characteristics of buildings/Structures for Surveillance and Maintenance Performed by the Contractor)	Added additional facility details under the columns, "Model Building Type" and "Year Built"	Added additional facility details under the columns, "Model Building Type" and "Year Built"
49.	Section J (Attachment J-8.C.3.4.3.2.3 HVAC Systems by Facility/Location)	Added the C-304 Annex HVAC Facilities	Added the C-304 Annex HVAC Facilities
50.	Section J (Attachment J-8.C.3.4.3.2.9 Fences and Wire Cages Listing/Description)	Added Type: Automated Bar C-213 Location: Access Control Facility Qty: 50 ft, Number of Gates: 5 Raised Gates including flashing light maintenance. Type: 5 Automated Metal Bar. Manual/Elec: 5 Electric	Added Type: Automated Bar C-213 Location: Access Control Facility Qty: 50 ft, Number of Gates: 5 Raised Gates including flashing light maintenance. Type: 5 Automated Metal Bar. Manual/Elec: 5 Electric
51.	Section J (Attachment J-8.C.3.4.3.2.9 Fences and Wire Cages Listing/Description)	Added lighting information under Number of Gates column	Added lighting information under Number of Gates column

	I a		111 1
52.	Section J (Attachment J-8.C.3.4.4.2.a Listing	Added: Listing of Traffic Control Devices	Added: Listing of Traffic Control Devices
	of Roads)	8 Traffic Light Fixtures at Woodville Road (all are single blinking lights) – coordinate with McCracken County Road Department	8 Traffic Light Fixtures at Woodville Road (all are single blinking lights) – coordinate with McCracken County Road Department
		2 Traffic Speed Control Indicators on Access Road (solar operated)	2 Traffic Speed Control Indicators on Access Road (solar operated)
		8 Traffic Light Fixtures at C-810 and C-811 Parking lots (2 one-light fixtures, 1 two-light fixture, 1 three-light fixtures, 2 three-light fixtures, and 1 three-light fixture and 1 one light fixture currently designated as out-of-service	8 Traffic Light Fixtures at C-810 and C-811 Parking lots (2 one-light fixtures, 1 two-light fixture, 1 three-light fixtures, 2 three-light fixtures, and 1 three-light fixture and 1 one light fixture currently designated as out-of-service
53.	Section J (Attachment J-8.C.3.4.4.2.c Listing of Bridges)	Language under the Attachment J-8.C.3.4.4.2c Listing of Bridges Table changed From: "*McCaw Bridge Road currently does not exist (approximately one mile from C-755)"	Language under the Attachment J-8.C.3.4.4.2c Listing of Bridges Table changed To: "McCaw Road Bridge shown on map is not required to be maintained."
54.	Section J (Attachment J-8.C.3.5.2.4.2b Sampling Well Location Map)	Figure 6.1 Monitoring Wells Sampled in CY17	Replaced Map with Updated CY18 Map. Figure 6.1 Monitoring Wells Sampled in CY18
55.	Section J (Attachment J-8.C.3.5.5.2a Rail System Map)	Duplicate Map	Removed Duplicate Map
56.	Section J (Attachment J-11 Quality Assurance Surveillance Plan, Table 3: Safeguards and Security Performance Standards, AQLs, and Surveillance)	Corrected PWS Section Numbering From PWS Section C.3.2.2	Corrected PWS Section Numbering To PWS C.3.2.1.

57.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, referenced page 1)	Each subsection (e.g. Section 3.3, Safeguards) shall be no more than two pages.	Each subsection (e.g. Section 3.2, Safeguards) shall be no more than two pages.
58.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, referenced page 1)	This report replaces the multiple requirements described in the original contract for reported information as part of the Monthly Progress Report (MPR). The MPR has a specific purpose for capturing high-level milestones and costing for the U.S. Department of Energy (DOE)-Environmental Management projects, and should not be used for contract invoicing purposes, and general performance.	Deleted paragraph.
59.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.2.0 Management and Administration [Major Section] C.2.2 Environment, Safety, Health, and quality Program [subsection], referenced page 1)	 C.2.2 Environment, Safety, Health, and Quality Program [subsection] Summary count of reportable injuries of Swift and Staley, Inc. (SSI) personnel during the period. Summary count of conditions adverse to quality identified, and/or closed during the period. Summary count and type of ORPS reports issued during the period. (C.2.2.7) 	 C.2.2 Environment, Safety, Health, and Quality Program [subsection] Summary count of reportable injuries of personnel during the period. Summary count of conditions adverse to quality identified, and/or closed during the period. Summary count and type of ORPS reports issued during the period.
60.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.2.0 Management and Administration [Major Section] C.2.5 Property Management	 C.2.5 Property Management [subsection] Summary count and type of personal property items dispositioned (e.g. transferred, excessed, etc.) during the period. Summary count of parameter changes made to buildings, trailers, or Other Structures and Facilities (OSF) in the Facility Information Management System during the period (C.2.5.1 and C.3.5.1; e.g. 5 buildings updated; 2 trailers excessed; and 19 OSFs updated). 	C.2.5 Property Management [subsection] - Summary count and type of personal property items dispositioned (e.g. transferred, excessed, etc.) during the period. - Summary count of parameter changes made to buildings, trailers, or Other Structures and Facilities (OSF) in the Facility Information Management System during the period; e.g. 5

	[subsection], referenced page 1)	- Summary count of government fleet vehicles dispositioned (e.g. transferred, excessed, etc.) during the period. (applicable to C.3.5.1.3 only)	 buildings updated; 2 trailers excessed; and 19 OSFs updated). Summary count of government fleet vehicles dispositioned (e.g. transferred, excessed, etc.) during the period.
61.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.3.0 Firm-Fixed Price and Labor Hour Work [Major Section] C.3.2 Radiological Site Services for Others [subsection], referenced page 1)	 C.3.2 Radiological Site Services for Others [subsection] Additions or reductions in total inventory of serviced radiological instruments. Total number of completed calibrations during the period, listed by type. (see J-8.C.3.2.2) 	 C.3.10 Radiological Site Services for Others [subsection] Additions or reductions in total inventory of serviced radiological instruments. Total number of completed calibrations during the period, listed by type.
62.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.3.0 Firm-Fixed Price and Labor Hour Work [Major Section] C.3.2 Safeguards and Security [subsection], referenced page 1)	C.3.3 Safeguards and Security [subsection]	C.3.2 Safeguards and Security [subsection]
63.	Section J (Attachment J-13 Annotated Outline	C.3.4 Computing, Telecommunication, and Cyber Security [subsection]	C.3.12 Computing, Telecommunication, and Cyber Security [subsection]
	for Recurring Reports, Invoice Performance Report, General	- Summary description of Cyber Security Incidents observed during the period. (C.3.4.1) (Provided in the QASP Monthly Self-Assessment)	- Summary description of Cyber Security Incidents observed during the period.

	Outline and Content, C.3.0 Firm-Fixed Price and Labor Hour Work [Major Section] C.3.4 Computing, Telecommunication, and Cyber Security [subsection], referenced page 2)	 Summary count of all controlled article passes issued. (C.3.4.1) Summary of system-level (accreditation boundary) changes for each active system. (GSS and NNSS) Summary count of Helpdesk Tickets (open, closed, average response time). (C.3.4.3) (Provided in the QASP Monthly Self-Assessment) Summary of changes to the site software and system licenses. (C.3.4.3) (Provided in the QASP Monthly Self-Assessment) 	 (Provided in the QASP Monthly Self-Assessment) Summary count of all controlled article passes issued. Summary of system-level (accreditation boundary) changes for each active system. (GSS and NNSS) Summary count of Helpdesk Tickets (open, closed, average response time). (Provided in the QASP Monthly Self-Assessment) Summary of changes to the site software and system licenses. (Provided in the QASP Monthly Self-Assessment)
64.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.3.0 Firm-Fixed Price and Labor Hour Work [Major Section] C.3.5 Operation and Management of Assets [subsection], referenced page 2)	 C.3.5 Operations and Management of Assets [subsection] Provide the downtime percentage during the billing period for assigned areas of coverage. (ATTACHMENT J-8.C.3.5.3c) Short descriptions of circumstance or conditions outside the ability of contractor to control impeding the completion of work. 	 C.3.4 Operations and Management of Assets [subsection] Provide the downtime percentage during the billing period for assigned areas of coverage. Short descriptions of circumstance or conditions outside the ability of contractor to control impeding the completion of work. Provide the actual downtime percentage of the fueling station, in whole or part (e.g E85 or other fuel). (Provided in the QASP Monthly Self-Assessment)
65.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.3.0 Firm-Fixed Price	Added: C.3.5 Facility Services [subsection] - Provide the downtime percentage during the billing period for assigned areas of coverage.	Added: C.3.5 Facility Services [subsection] - Provide the downtime percentage during the billing period for assigned areas of coverage.

and Labor Hour Work [Major Section] referenced page 2)	 Short descriptions of circumstance or conditions outside the ability of contractor to control impeding the completion of work. Provide the actual downtime percentage of the rail system, in whole or part. (Provided in the QASP Monthly Self-Assessment) 	 Short descriptions of circumstance or conditions outside the ability of contractor to control impeding the completion of work. Provide the actual downtime percentage of the rail system, in whole or part. (Provided in the QASP Monthly Self-Assessment)
66. Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.3.0 Firm-Fixed Price and Labor Hour Work [Major Section] C.3.6 Records Management and Document Control [subsection], referenced page 2)	C.3.6 Records Management and Document Control [subsection] - Provide monthly totals of records received, number random samplings performed, number of records imported into the Electronic Records Management System (ERMS) by media type, and the error rate for period. (Provided in the QASP Monthly Self-Assessment) - Monthly count of boxes transferred to the Federal Records Center (FRC)/National Archives and Records Administration (NARA), number of boxes eligible for destruction, and total number of boxes destroyed. (Provided in the QASP Monthly Self-Assessment) - Monthly counts (boxes and square footage) of historical records processed (described in C.3.6.5.7; paper, electronic data, microfilm, x-ray film, audio-visual, and other types). (Provided in the QASP Monthly Self-Assessment)	C.3.6 Records Management and Document Control [subsection] - Provide monthly totals of records received, number random samplings performed, number of records imported into the Electronic Records Management System (ERMS) by media type, and the error rate for period. (Provided in the QASP Monthly Self-Assessment) - Monthly count of boxes transferred to the Federal Records Center (FRC)/National Archives and Records Administration (NARA), number of boxes eligible for destruction, and total number of boxes destroyed. (Provided in the QASP Monthly Self-Assessment) - Monthly counts (boxes and square footage) of historical records processed; paper, electronic data, microfilm, x-ray film, audio-visual, and other types). (Provided in the QASP Monthly Self-Assessment)

67.	Section J (Attachment	Deleted:	Deleted:
	J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.3.0 Firm-Fixed Price and Labor Hour Work [Major Section] C.3.10 On Site Fueling Services [subsection], referenced page 3)	 C.3.10 On-Site Fueling Service [subsection] Provide the actual downtime percentage of the fueling station, in whole or part (e.g. E85 or other fuel). (Provided in the QASP Monthly Self-Assessment) 	 C.3.10 On-Site Fueling Service [subsection] Provide the actual downtime percentage of the fueling station, in whole or part (e.g. E85 or other fuel). (Provided in the QASP Monthly Self-Assessment)
68.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.4.0 Cost Reimbursement Work [Major Section] C.4.2 Utilities [subsection], referenced page 3)	C.4.2 Utilities [subsection] - For the period of billing, provide a summary page with total costs for the period from each source: gas, electrical power, phone service, water, and any other uncategorized sources. Invoice support should include actual invoicing for each utility billing being claimed for reimbursement. Supporting documentation of utility invoices are available upon request.	C.4.5 Utilities [subsection] For the period of billing, provide a summary page with total costs for the period from each source: gas, electrical power, phone service, water, and any other uncategorized sources. Invoice support should include actual invoicing for each utility billing being claimed for reimbursement. Supporting documentation is provided in the actual invoice to DOE.
69.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.4.0 Cost Reimbursement Work [Major Section] C.4.3 DOE Physicals [subsection], referenced page 3)	C.4.3 DOE Physicals [subsection] For the period of billing, provide the number of completed physicals, itemized by date, organization (DOE or DOE support contractor), and cost. Supporting documentation is available with the invoice.	C.4.6 Medical Monitoring for DOE [subsection] For the period of billing, provide the number of completed physicals, itemized by date, organization (DOE or DOE support contractor), and cost. Supporting documentation is provided in the actual invoice to DOE.

70.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.4.0 Cost Reimbursement Work [Major Section] C.4.4 Replacement of Government Furnished Property [subsection], referenced page 3)	C.4.4 Replacement of Government Furnished Property [subsection] For the period of billing, provide the number of proposed purchases and number of approved purchases. Itemized list of completed purchases should identify by date, brief description of property, number of units, and cost. Supporting documentation is included with the invoice.	C.4.2 Replacement of Government Furnished Property [subsection] For the period of billing, provide the number of proposed purchases and number of approved purchases. Itemized list of completed purchases should identify by date, brief description of property, number of units, and cost. Supporting documentation is provided in the actual invoice to DOE.
71.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.4.0 Cost Reimbursement Work [Major Section] C.4.5 Interagency Fleet Management System (IFMS) Vehicles [subsection], referenced page 3)	C.4.5 Interagency Fleet Management System (IFMS) Vehicles [subsection] - Summary of IFMS vehicle uses by date, brief description, and cost during the period (applicable to C.4.5. only). Supporting documentation is included with the invoice.	C.4.3 Interagency Fleet Management System (IFMS) Vehicles [subsection] - Summary of IFMS vehicle uses by date, brief description, and cost during the period (applicable to C.4.5. only). Supporting documentation is provided in the actual invoice to DOE.
72.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.4.0 Cost Reimbursement Work [Major Section] C.4.6	C.4.6 Software Licenses [subsection] - For the period of billing, provide the number of proposed purchases and number of approved purchases. Itemized list should identify by date, brief description of the software application (or service), type of application, number of licensed units, unit cost, and total cost. Supporting documentation is included with the invoice.	C.4.4 Software Licenses [subsection] For the period of billing, provide the number of proposed purchases and number of approved purchases. Itemized list should identify by date, brief description of the software application (or service), type of application, number of licensed units, unit cost, and total cost. Supporting documentation is provided in the actual invoice to DOE.

	ware Licenses section], referenced e 3)		
J-13 for R Invoi Repo Outli C.4.0 Reim [Maje	ion J (Attachment Annotated Outline Recurring Reports, ice Performance ort, General ine and Content, 0 Cost inbursement Work jor Section] renced page 3)	Add: C.4.7 DOE and Other Contractor Cell Phones, Copiers, and Printer Supplies [subsection] - For the period of billing, provide a summary page with total costs for the period. Invoice support should include actual invoicing for each billing being claimed for reimbursement. Supporting documentation is provided in the actual invoice to DOE.	Add: C.4.7 DOE and Other Contractor Cell Phones, Copiers, and Printer Supplies [subsection] - For the period of billing, provide a summary page with total costs for the period. Invoice support should include actual invoicing for each billing being claimed for reimbursement. Supporting documentation is provided in the actual invoice to DOE.
J-13 for R Invoi Repo Outli C.5.0 Servi Section	ion J (Attachment Annotated Outline Recurring Reports, sice Performance ort, General ine and Content, 0 Task Order sices [Major ion] referenced 2 3 and 4)	C.5.0 TASK ORDER SERVICES [Major section] Section 5 of the report shall provide summary level information for work performed under the H.12 Task Ordering Procedure. Reporting should provide summary of work performed during the period for pre-priced Indefinite Delivery/Indefinite Quantity (ID/IQ) scope, newly priced ID/IQ scope, cost reimbursable services, and/or fixed price task orders. Additional and unique reporting requirements may be specified at the time a task order is placed. In alignment with Section H.12 (a), Task Order summaries for cost-reimbursable, or fixed-price work placed under shall be identified in this section of the report, when applicable. If not specified by each task Order, the following shall be reported for each type of task:	C.5.0 TASK ORDER SERVICES [Major section] Section 5 of the report shall provide summary level information for work performed under the Section H Clause Task Ordering Procedure. Reporting should provide summary of work performed during the period for pre-priced Indefinite Delivery/Indefinite Quantity (ID/IQ) scope, newly priced ID/IQ scope, cost reimbursable services, and/or fixed price task orders. Additional and unique reporting requirements may be specified at the time a task order is placed. In alignment with Section H.48 Clause Task Ordering Procedure, Task Order summaries for cost-reimbursable, or fixed-price work placed under shall be identified in this section of the report, when applicable. If not specified by each task Order, the following shall be reported for each type of task:

75.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Invoice Performance Report, General Outline and Content, C.5.0 Task Order Services [Major Section] C.5.1 IDIQ services [subsection], referenced page 3)	C.5.1 IDIQ Services [subsection] Reporting for ID/IQ elements will provide reporting itemized by ELIN, with the quantities provided during the billing period, the price incurred, the cumulative price to date, and total remaining per the approved task order.	C.5.1 IDIQ Services [subsection] Reporting for ID/IQ elements will provide reporting itemized by Task Order, with the quantities provided during the billing period, the price incurred, the cumulative price to date, and total remaining per the approved task order.
76.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Annual Data Report, General Outline and Content, Annual Reporting of Fixed- Price Services referenced page 6)	Computing, Telecommunication, and Cyber Security - Total number of Cyber Security Incidents reported in the year. (C.3.4.1) - Total number of controlled article passes issued. (C.3.4.1) - Total number of Helpdesk Tickets (open, closed, average response time). (C.3.4.3) - Full list of all site software on the network and system licenses, including SQL servers, as of the end of the reporting period. (C.3.4.3) - Total number of network accounts by contractor. - Total number of computing equipment by type, as of the end of the reporting period.	Computing, Telecommunication, and Cyber Security - Total number of Cyber Security Incidents reported in the year. - Total number of controlled article passes issued. - Total number of Helpdesk Tickets (open, closed, average response time). - Full list of all site software on the network and system licenses, including SQL servers, as of the end of the reporting period. - Total number of network accounts by contractor. - Total number of computing equipment by type, as of the end of the reporting period.
77.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Annual Data Report, General Outline and Content, Annual Reporting of Cost	DOE Physicals - Total number and cost of physicals by organization (DOE or DOE support contractor)	Medical Monitoring for DOE - Total number and cost of physicals by organization (DOE or DOE support contractor)

	Reimbursable Areas referenced page 5)		
78.	Section J (Attachment J-13 Annotated Outline for Recurring Reports, Annual Data Report, General Outline and Content, Annual Reporting of Services provided by Task Order referenced page 5)	ID/IQ Services - ID/IQ elements will be itemized by ELIN, with total quantities for the year, total annual price incurred, and the cumulative price to date.	ID/IQ Services - ID/IQ elements will be itemized by Task Order, with total quantities for the year, total annual price incurred, and the cumulative price to date.
79.	Part IV – Representations and Instructions Section K	Update Table of Contents	Updated Table of Contents
80.	Part IV – Representations and Instructions Section K (K.4 Instructions for Submitting Foreign Ownership, Control, or Influence Information (FOCI), Referenced page K-8)	K.4 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE INFORMATION (FOCI)	K.4 RESERVED
81.	Part IV – Representations and Instructions Section K)	K. 5 E-FOCI ELECTRONIC PROCESSING In furtherance of DEAR 952.204-73, Facility Clearance, Offerors/subcontractors and/or joint ventures that do not possess a Department of Defense (DOD) or a Department of Energy (DOE) Facility Clearance shall submit the information requested via https://foci.anl.gov website. Offerors/Teaming Partners/Subcontractors and/or Joint Ventures who possess a DOD or DOE Facility Clearance	K.5 CERTIFICATION REGARDING FACILITY CLEARANCE - FOREIGN OWNERSHIP, CONTROL OR INFLUENCE INFORMATION Please check, as appropriate: [] Submitted Commercial and Government Entity code or facility code if cleared.

shall submit agency documentation that grants the facility	[] Documentation granting Offeror's
clearance, including their company's assigned DOD	subcontractor(s) and/or joint venture facility
commercial and government entity (CAGE) code or DOE	clearance is attached.
facility code.	[] Draft FOCI Mitigation Plan, if applicable, is
Tuesmy code.	attached.
Dlagga chaelt as appropriates	[] Facility Clearance request documentation
Please check, as appropriate:	including the following information has been
[] Facility Clearance documentation has been submitted	submitted via Foreign Ownership, Control, or
via https://foci.anl.gov	Influence (FOCI) Electronic Submission Site at
[] Documentation granting offeror's/teaming	https://foci.anl.gov/ for Offeror, subcontractor(s)
partners/subcontractor(s) and/or joint venture facility	and/or joint venture if not currently cleared:
clearance is attached	[] The Standard Form 328 has been signed and dated
	by an authorized official of the company and the
Company Name and Address:	original has been sent to the appropriate FOCI
Confirmation of the contract o	Office.
In relation to this solicitation, my company is responding	[] If publicly owned, the Contractor's most recent
as (please check, as appropriate):	annual report, and its most recent proxy statement for
	its annual meeting of stockholders have been
[] Offeror	attached; or, if privately owned, the audited,
[] Teaming Partner	consolidated financial information for the most
[] Subcontractor	recently closed accounting year has been attached.
[] Joint Venture	A copy of the company's articles of incorporation
[] Other (please specify):	and an attested copy of the company's by-laws, or
	similar documents filed for the company's existence
When filling out the eFOCI Registration form	and management, and all amendments to those
please include the following information:	documents.
produce merade the ronowing information.	[] A list identifying the organization's owners,
■ The FOCI Office that will review your	officers, directors, and executive personnel,
	including their names, social security numbers,
FOCI submission when it is completed –	citizenship, titles of all positions they hold within the
Environmental Management	organization, and what clearances, if any, they
Consolidated Business Center.	possess or are in the process of obtaining, and
	identification of the government agency(ies) that
■ Reason for Request – Portsmouth	granted or will be granting those clearances.
Infrastructure Support Services	
Solicitation No. 89303319REM000057.	

82.	Part IV – Representations and Instructions Section L (L.10 DOE-L-2001 Proposal Preparation Instructions – General (OCT 2015) Alternate I and Alternate II (OCT 2015) (REVISED), Paragraph (m) Referenced Page L-10	(m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H clause entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, within 20 days after Notice to Proceed (NTP), the Contractor shall submit DOE Form EM3220.5, Application for Contractor Compensation Approval, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and other information as requested by the CO.	Paragraph (m) has been deleted.
92	Port IV	Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.	(b) Ganaral Volume L. Offer and Other Decuments
83.	Part IV – Representations and Instructions Section L (L.11 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other	(b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents No price/cost information shall be included in the Volume I. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in	(b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases

	1		
	Documents – Alternate	the order listed. In cases where the Offeror is required to fill	where the Offeror is required to fill in information in
	II, Alternate III,	in information in a contract clause, the Offeror shall submit	a contract clause, the Offeror shall submit only those
	Alternate IV, Alternate	only those pages that require input of information or a	pages that require input of information or a signature.
	V, and Alternate VI	signature. Those specific areas are:	Those specific areas are:
	(Oct 2015, Paragraph		•
	(b) Referenced Page L-		
	11		
84.	Part IV –	(2) Section H:	(2) Section H:
	Representations and	(i) H.14 DOE-H-2017, Responsible Corporate Official and	(i) H.14 DOE-H-2017, Responsible Corporate
	Instructions Section L	Corporate Board of Directors (Oct 2014)	Official and Corporate Board of Directors (Oct 2014)
	(L.11 DOE-L-2002	(ii) H. 30 DOE-H-2052, Representations, Certifications, and	(ii) H. 29 DOE-H-2052, Representations,
	Proposal Preparation	Other Statements of the Offeror (Oct 2014) (Revised);	Certifications, and Other Statements of the Offeror
	Instructions, Volume I	(iii)H.34 DOE-H-2058, Designation and Consent of Teaming	(Oct 2014) (Revised);
	- Offer and Other	Subcontracts (Oct 2014)	(iii)H.33 DOE-H-2058, Designation and Consent of
	Documents – Alternate	Subcontracts (Oct 2014)	Teaming Subcontracts (Oct 2014)
	II, Alternate III,		Teaming Subcontracts (Oct 2014)
	Alternate IV, Alternate		
	V, and Alternate VI		
	(Oct 2015, Paragraph		
	(b)(2) Referenced Page		
85.	L-11 Part IV –	(b) Esciliar Clearance verification	(h) Facility Classes as well-action (Pavised)
85.		(h) Facility Clearance verification.	(h) Facility Clearance verification.(Revised)
	Representations and		
	Instructions Section L		
	(L.11 DOE-L-2002		
	Proposal Preparation		
	Instructions, Volume I		
	 Offer and Other 		
	Documents – Alternate		
	II, Alternate III,		
	Alternate IV, Alternate		
	V, and Alternate VI		
	(Oct 2015, Paragraph		
	(h) Referenced Page L-		
	13		

96	Dout IV	Offeren W/LC member(s) and Teaming Culture (see	Offerens W/LIC member(s) and Teaming
86.	Part IV – Representations and Instructions Section L (L.11 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents – Alternate II, Alternate III, Alternate IV, Alternate V, and Alternate VI (Oct 2015, Paragraph (h) Referenced Page L- 14	Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) are encouraged to transmit FOCI information before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form's instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select "[insert FOCI Office name]" as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the "Reason for Request" field. If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.	Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) are encouraged to transmit FOCI information before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form's instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select "Environmental Management Consolidated Business Center" as the FOCI Office that will review your submission for this solicitation when it is completed. Include "Paducah Infrastructure Support Services Solicitation No. 89303319REM000057 in the "Reason for Request" field. If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.
87.	Part IV – Representations and Instructions Section L (L.16 Proposal Preparation Instructions, Volume III: Price Proposal, Paragraph (c) Referenced Page L-22	(c)The Offeror's proposal shall include a price for each Section B.3 Contract Line Item Number (CLIN). The Offeror shall complete Section L, Attachment L-8, Price Proposal Worksheets. Section L, Attachment L-8 contains multiple worksheets which must be completed. The completed Price Proposal Worksheets shall be submitted as part of Volume III in hard copy and electronic format.	(c) The Offeror's proposal shall include a price for each Section B.3 Contract Line Item Number (CLIN). The Offeror shall complete Section L, Attachment L-8, Price Proposal Worksheets. Section L, Attachment L-8 contains multiple worksheets. Volume III submission requirements can be found in Table L-2 – Copy Requirements.
88.	Part IV — Representations and Instructions Section L (L.16 Proposal Preparation	(i) For informational purposes only, historical FY 2019 FTE Headcounts have been provided below:	(i) For informational purposes only, historical direct labor rates for non-union employees, current staffing levels, and the current Collective Bargaining Agreement can be found in the procurement website Documents Library.

	Instructions, Volume			
	III: Price Proposal,	Description	FTE	
	Paragraph (i)	1	Headcount	
	Referenced Page L-23	Salaried Employees	140 (1	
			Grandfathered)	
		Union Employees	46 (29	
			Grandfathered)	
		informational purposes of Additionally, Offerors a Contractor Human Reso (CHRM) Clauses in Sec (specifically H.4 Work) Employee Hiring Prefe	re to consider the burce Management tion H of this RFP force Transition and erences Including formance and H.5 DOE-npensation: Pay and	
89.	Part IV –	All Offers required by this solicita	tion are due no later	All Offers required by this solicitation are due no
07.	Representations and	than 4:00 p.m. Eastern Time Marc		later than 4:00 p.m. Eastern Daylight Time April
	Instructions Section L	late submissions, modifications, and		2, 2020. Treatment of late submissions,
	(L.18 DOE-L-2014	governed by the applicable provision	ns of the solicitation.	modifications, and withdrawals are governed by the
	Date, Time, and Place			applicable provisions of the solicitation.
	Offers Are Due (OCT			
	2015), Referenced Page			
00	L-28)	T 1 . 1		
90.	Part IV – Representations and	For value received, and in considera induce the United States (the Govern	*	For value received, and in consideration of, and in order to induce the United States (the Government)
	Instructions Section L		or the provision of	to enter into Contractfor
	(Attachment L-7	infrastructure services at the Portsmo		the provision of infrastructure services at the
	Performance Guarantee	minustracture services at the rottsing	Jam Die (me Commet)	Paducah Site (the "Contract")
	Agreement, Referenced			Table (Me Contract)
	Page L-45)			

91.	Part IV –	Replaced Attachment L-8 to reflect deleted "IT Support" row	Replaced Attachment L-8 to reflect deleted "IT
	Representations and	from "Base IDIQ CLIN" and "Option IDIQ CLIN tabs."	Support" row from "Base IDIQ CLIN" and "Option
	Instructions Section L		IDIQ CLIN" tabs.
	(Attachment L-8)		